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13 *Bank of America, N.A., successor by merger to*  
14 *BAC Home Loans Servicing, LP fka*  
15 *Countrywide Home Loans Servicing LP*

16 **UNITED STATES DISTRICT COURT**  
17 **DISTRICT OF NEVADA**

18 BANK OF AMERICA, N.A., SUCCESSOR BY  
19 MERGER TO BAC HOME LOANS  
20 SERVICING, LP FKA COUNTRYWIDE  
21 HOME LOANS SERVICING, LP,

22 Plaintiff,

23 vs.  
24 THE WILLOWS HOMEOWNERS'  
25 ASSOCIATION AKA THE WILLOWS HOA;  
26 PREMIER ONE HOLDINGS, INC.; WEISUN  
27 PROPERTY, INC.; and ABSOLUTE  
28 COLLECTION SERVICES, LLC,

Defendants.

1 PREMIER ONE HOLDINGS, INC.; WEISUN  
2 PROPERTY, INC.,

3 Counterclaimants,

4 vs.  
5 BANK OF AMERICA, N.A., successor by  
6 merger to BAC HOME LOANS SERVICING,  
7 LP FKA COUNTRYWIDE HOME LOANS,

8 Counter-defendant.

9 Case No.: 2:16-cv-00347-GMN-DJA

10 **STIPULATION AND ORDER DISMISSING**  
11 **CLAIMS AGAINST THE WILLOWS**  
12 **HOMEOWNERS' ASSOCIATION**

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1 Plaintiff and counter-defendant Bank of America, N.A., successor by merger to BAC Home  
 2 Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP (**BANA**) and defendant The  
 3 Willows Homeowners' Association stipulate as follows:

4 1. This matter relates to real property located at 785 Crest Valley Place, Henderson,  
 5 Nevada 89011, APN 178-03-513-055 (the **property**).

6 2. BANA is the beneficiary of record of a deed of trust recorded against the property  
 7 with the Clark County Recorder on August 28, 2008, as Instrument No. 20080828-0000181 (the  
 8 **deed of trust**), executed by Michael A. Britain, Barbara J. Britain and Tracy L. Baker.

9 3. On September 23, 2013, the Willows recorded a trustee's deed upon sale with the  
 10 Clark County Recorder, as Instrument No. 201309230001926 (the **HOA foreclosure deed**),  
 11 reflecting that defendant Premier One Holdings, Inc. acquired the property at a foreclosure sale of  
 12 the property held on September 17, 2013 (the **HOA foreclosure sale**).

13 4. On February 19, 2016, BANA initiated a quiet title action related to the property in  
 14 the United States District Court for the District of Nevada, Case No. 2:16-cv-00347-GMN-DJA (the  
 15 **quiet title action**).

16 5. BANA and the Willows have entered into a confidential settlement agreement in  
 17 which they have settled all claims between them in this case.

18 6. Among other things in the settlement agreement, the Willows agrees it no longer has  
 19 an interest in the property for purposes of the quiet title action *vis a vis* the deed of trust. This  
 20 disclaimer of interest does not apply to the continuing encumbrance of the Willows' declaration of  
 21 covenants, conditions and restrictions, any governing documents adopted thereunder, easements,  
 22 servitudes, or other interests on the property. The Willows agrees it will take no position in this  
 23 action or in any subsequent action regarding whether the deed of trust survived the HOA foreclosure  
 24 sale. The parties agree that as between BANA and the Willows, the deed of trust was not  
 25 extinguished by the HOA foreclosure sale.

26 7. Among other things in the agreement, BANA and the Willows agree that BANA does  
 27 not waive its right to seek relief against the non-settling parties, including but not limited to Premier,  
 28 defendant Weisun Property, Inc. or defendant Absolute Collection Services, LLC related to its

1 remaining claims in the quiet title action. BANA does not admit the deed of trust was extinguished,  
2 and any consideration exchanged in exchange for the dismissal of the claims against the Willows is  
3 not intended to be compensation for any loss of the deed of trust, but instead compensates for fees  
4 and costs BANA incurred litigating the propriety and effect of the Willows' sale and related conduct.

5 8. BANA and the Willows further stipulate and agree all claims between them are  
6 dismissed with prejudice, with each party to bear its own attorney's fees and costs.

7 DATED: April 28, 2020.

8  
9 **AKERMAN LLP**

**BOYACK ORME & ANTHONY**

10 /s/ Holly E. Walker, Esq.

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18 **IT IS SO ORDERED.**

19  
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21   
22 **Gloria M. Navarro, District Judge**  
23 **UNITED STATES DISTRICT COURT**  
24 Case No.: 2:16-cv-00347-GMN-DJA

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26  
27 DATED this 30 day of April, 2020.  
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